

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

DAWN RUCKER,

Plaintiff,

V.

**STATE OF IOWA, and UNITED
STATES DISTRICT COURT,**

Defendants.

CASE NO. 8:10CV170

MEMORANDUM AND ORDER

This matter is before the court on its own motion. Plaintiff filed the Complaint in this matter on May 3, 2010. (Filing No. [1](#).) According to the Docket Sheet, Plaintiff attempted to effect service of process upon Defendants by mailing summons by certified mail to the “Iowa U.S. Attorney Office” on May 11, 2010. (Filing Nos. [6](#) and [7](#).) The Federal Rules of Civil Procedure require that a defendant serve an answer to a complaint “within 20 days after being served with the summons and complaint.” [Fed. R. Civ. P. 12\(a\)](#). Defendants have not filed an answer or other responsive pleading. (See [Docket Sheet](#).) However, it is clear that service on the United States Attorney is not service on the State of Iowa. Thus, it is highly doubtful that service has been properly perfected.¹ Notwithstanding this deficiency, and to expedite the timely resolution of this matter,

IT IS THEREFORE ORDERED that:

1. The court respectfully requests that the Attorney General for the State of Iowa review this matter and, if appropriate, file an answer or motion no later than September 24, 2010.
2. The Clerk of the court is directed to provide a copy of this Memorandum and Order to Defendants and the Attorney General for the State of Iowa.

¹ Although Plaintiff names the “United States District Court” as a party, it is clear from the allegations of her Complaint that she intended to name an Iowa state court.

3. The Clerk of the court is directed to set a pro se case management deadline in this matter with the following text: September 24, 2010: check for response from Attorney General.

DATED this 24th day of August, 2010.

BY THE COURT:

s/Laurie Smith Camp
United States District Judge

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